

ZB# 91-31

Congregation Agudas Israel

22-1-3

Yulim.

Oct. 28, 1991.

#91-31 - Congregation Agudas Israel - fence

Need:

① Exact measurement
of fence w/ Embedded wire

② ~~Exact measurement~~

③ Fee waived

③ Photos -

④ ~~Deed~~

⑤ Title Report -

Notice to Sentinel
on 11/8/91 & delivered
copy on 11/13/91. - (PBB)

Public Hearing:

Nov. 25, 1991.

Variance
for fence
approved on
11/25/91
9 1/2 ft. fence



①



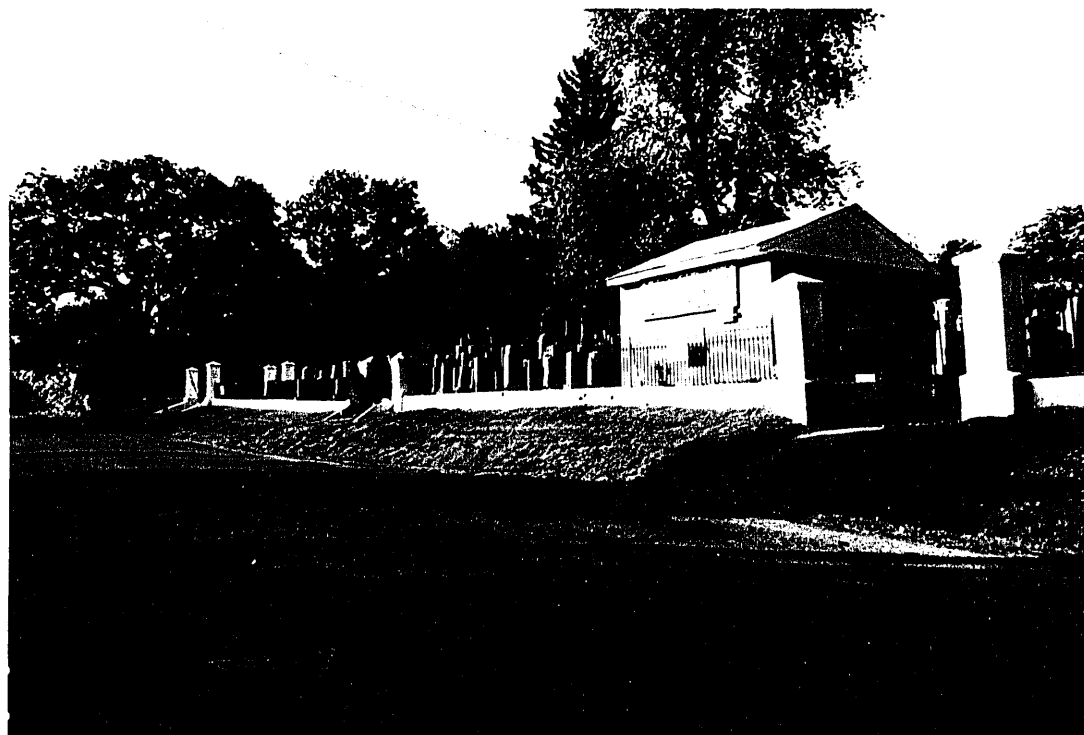
②



③



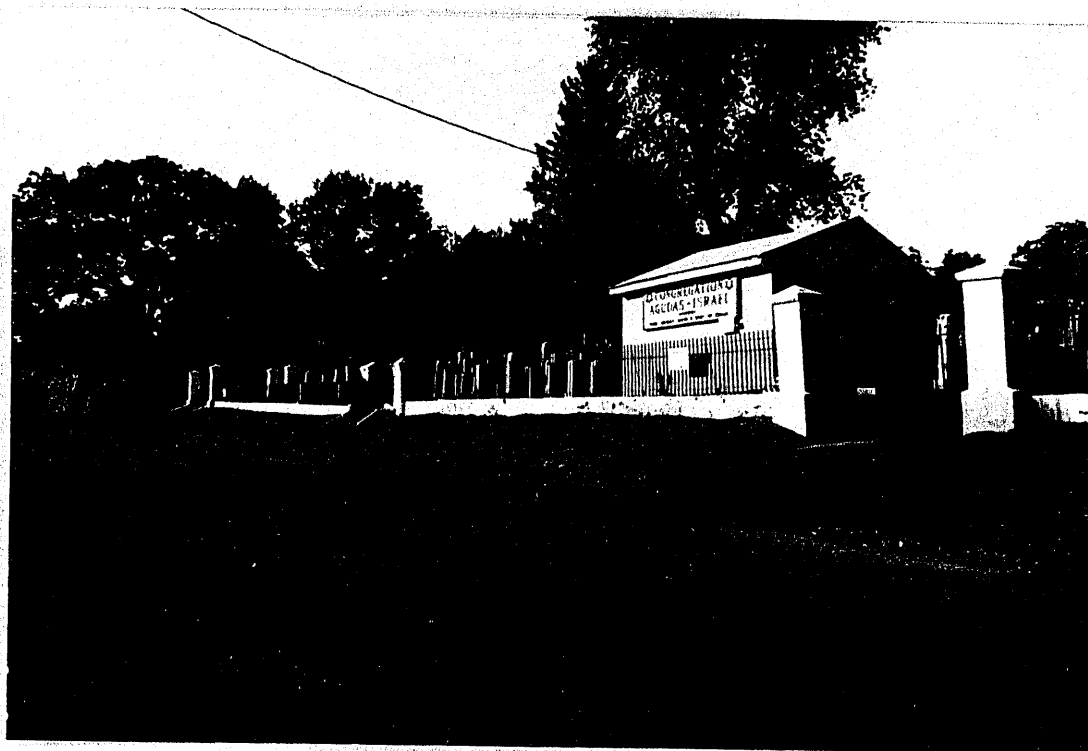
(4)



(5)



Section Ogdena Jomal - June



(5)



(6)

DESCRIPTION OF PHOTOGRAPHS

- PHOTO NO. 1. West Gate of cemetery showing three of the four pillars.
- PHOTO NO. 2. East Gate of cemetery showing the two pillars. The shed is our equipment shed. Also showing concrete wall from East entrance to the West entrance. (The two pillars in the middle are on the specs for removal).
- PHOTO NO. 3. East Gate and showing the wall at East end of our cemetery.
- PHOTO NO. 4. A close up photo of East Gate. These pillars are to be removed, and the pillar nearest the shed is to be reconstructed approximately 18" closer to shed. (This will make the driveway wider).
- PHOTO NO. 5. The two brick pillars in the middle of the wall. They are to be removed, and so are the two small concrete jutting out. (See specs).
- PHOTO NO. 6. The four pillars at the West entrance. The two rear pillars are to be removed and not replaced. The two front pillars are to be replaced. (See specs).

file

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of
CONGREGATION AGUDAS ISRAEL

DECISION GRANTING
AREA VARIANCE

#91-31.

-----X

WHEREAS, CONGREGATION AGUDAS ISRAEL, a religious corporation with its principal office at 290 North Street, Newburgh, New York 12550, has made application before the Zoning Board of Appeals for a 10 ft. set back variance in order to construct a 9 1/2 ft. high fence on the property line, and within required front, side and rear yards, at the applicant's existing cemetery located on Erie Avenue in an R-4; and

WHEREAS, a public hearing was held on the 25th day of November, 1991 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicants agent, HYMAN SLAVIN, appeared in behalf of the corporation and spoke in support of the application; and

WHEREAS, there were two spectators, Mr. Kenneth Copans and Mr. Sidney Berkowitz, present at the public hearing who spoke in favor of the application; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to fence set back in order to allow a fence not exceeding 9 1/2 ft. in height to be constructed on the property line, and within the required front, side and rear yards, at the existing cemetery an R-4 zone.

3. The evidence presented by applicant substantiated the fact that a variance for less than the required front, side and rear yard set backs would be necessary in order to allow construction of the proposed 9 1/2 ft. high fence on the property lines which otherwise would conform to the bulk regulations in the R-4 zone. Section 48-14C(1) requires that any fencing over 6 ft. high shall conform to the requirements set forth in the local law for buildings, and thus must be set

back at least 10 ft. from the property line.

4. The evidence presented by the applicant indicated that the overall effect of the increased height of the fence, that being the height over 6 ft., is minimal while still providing the security that the applicant requires to protect the grave sites in the existing cemetery, both existing and future.

5. The evidence presented by the applicant indicated that the fence which applicant seeks to erect is a chain link fence clad in black vinyl, which is even less intrusive than the normal chain link fence. Also, the barbed wire stands are canted in toward the cemetery so that the top 12 inches of the fence would be even less intrusive than if it were in a vertical plane.

6. The evidence presented by the applicant indicated that the property has been used as a cemetery since the early 1900s and there is still left substantial vacant land so that the applicant believes that it will continue to be used for new grave sites over the future years as well as continuing to be the burial grounds for those members of the Congregation who have died and are interred there.

7. The evidence presented by the applicant also indicated that increasing incidents of vandalism at the cemetery have taken place, including incidents of throwing over of monuments, defacing of monuments, parties on the cemetery grounds with the remains of beer and soda cans and other debris left to be cleaned up. There have also been incidents of tracks of snowmobiles crisscrossing the grave sites, all of which are wholly inconsistent with a cemetery.

8. The evidence presented by the applicant Congregation has indicated that a number of individuals have been buried close to the property line as possible due to a provision of Jewish Law which mandates that infants, suicides or homeless Jewish persons be buried as close to the line or edge of the cemetery as possible. At present there are a number of grave sites at the edge of the cemetery and it is those existing grave sites that prevent the location of the fence other than on the property line, coupled with the unfortunate fact that there will undoubtedly be future incidents wherein persons will be mandated by Jewish Law to be buried close to the fence on the property line.

9. The evidence presented by the applicant indicated that the fence would be placed on the cemetery property lines which are bounded by another cemetery on two sides and by vacant land on the third side so that the impact upon neighboring properties of the requested variance would be minimal.

10. The evidence presented by the applicant has indicated that the applicant has indicated that the applicant would suffer

significant economic injury from the strict application of the 10 ft. fence set back requirement of Section 48-14C(1) of the Zoning Local Law of the Town of New Windsor, New York to its lot since in order for the 9 1/2 ft. high fence to comply with the requirements, the applicant would have to violate Jewish Law and customs and/or would have to disinter and rebury many individuals at great emotional and economic cost and expense.

11. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling it to the requested area variance.

12. The requested variance is not substantial in relation to the set back regulations given the nature of the fence and the applicable Jewish Law and customs.

13. The requested variance will not result in substantial detriment to adjoining properties nor change the character of the neighborhood since the cemetery was established in the early 1900s and predates by many years the New Windsor Zoning Local Law.

14. The requested variance will produce no effect on the population density or governmental facilities.

15. There is no other feasible method available to applicant which can produce the necessary results other than the variance procedure.

16. The interest of justice would be served by allowing the granting of the requested variance.

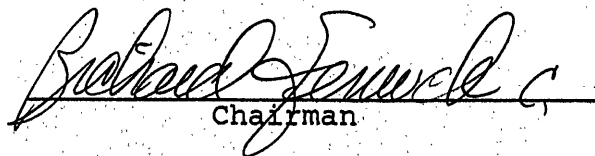
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 10 ft. set back variance in order to construct a 9 1/2 ft. high fence on the property line, and within required front, side and rear yards, at the applicant's existing cemetery in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: January 13, 1992.


Chairman

(ZBA DISK#7-053085.FD)

Buckley Jones & Co

PUBLIC HEARING: CONGREGATION AGUDAS ISRAEL

MR. FENWICK: This is a request for 9 1/2 foot chain link fence on property line at cemetery located on Erie Avenue in R-4 zone (requires 10 foot setback on side and rear - Section 48-14).

Mr. Hyman Slavin came before the Board representing this proposal.

MR. SLAVIN: I'm representing Congregation Agudas Israel and I spoke to Jim Loeb this morning and he said that he would not be here but he sent me with the papers on behalf, I have a letter here that I would like to read. It's called Schedule A.

Congregation Agudas Israel and its predecessor hereinafter Congregation has maintained the cemetery on property fronting on Erie Avenue in the Town of New Windsor since the very early 1900's. The Congregation received the property encompassing the cemetery in several deeds, copies of which are attached to Schedule A. The first deed is dated August 28, 1900. The second deed is dated September 6, 1900 with later deeds in 1909 and 1911. The deeds run to various Jewish organizations, all of which by either merger or by change of number by the predecessors in interest to the Congregation. The tax maps of the Town of New Windsor now show the property as one parcel being Section 22 Block 1 Lot 3.

The Congregation seeks to install a chain link fence 6 feet high topped by a three-strand barbed wire fence which will be 12 inches high for a total height of the chain link fence and barbed wire fence of 9 feet. The Congregation has applied for a variance to erect the fence of a height not to exceed 9 1/2 feet to allow for any slight variations in height between 9 feet and 9 1/2 feet, which may take place during the installation. The Congregation understands that under the New Windsor code, it could erect a fence 6 feet high on the property line. As a matter of right to erect a fence higher than that, the Congregation must move the fence in from the property line. The Congregation seeks to erect the fence on its property line higher than 6 feet and it's that which has given rise to this application.

The Congregation seeks an area variance and it is incumbent upon the Congregation to demonstrate the facts which support an opinion finding of practical difficulties which in turn can support the granting of the area variance by this Board. Before presenting the Congregation's position that it has in fact met the requirements for practical difficulties, the Congregation believes it's important for it to present the factual background which has led up to this application. The property which is before the Board is the cemetery used by the Congregation. It has been used as a cemetery since the early 1900's and there is still left substantial vacant land so that the Congregation believes that it will continue to be used for new grave sites over the future years as well as continuing to be the burial grounds for those members of the Congregation who have died and are in turn there.

With unfortunately increasing frequency over the past few years, there have been incidence of vandalism at cemetery. Those incidence include throwing over of monument, defacing of monuments, parties on the cemetery grounds, with the remaining of beer cans, soda bottles and other debris totally inconsistent with the cemetery and snowmobiling. The tracks of the snowmobiles crisscross the grave sites which the Congregation is desecration of the graves themselves.

MR. FENWICK: I'm going to have to stop you at the end of this next paragraph, would that be all right. I think we have sufficient information read into the record because we are going to be here for a while.

MR. LUCIA: And the Schedule A is already in the file.

MR. SLAVIN: Although the New Windsor Police have been responsive to the Congregation's request for help, it's clear that the best deterrent to prevent the continued desecration of these graves is adequate fencing. The Congregation believes that fencing of the type that we propose to erect should prevent the desecration and clearly eliminate the snowmobiling. If the fence could be setback from the property line 10 or 15 feet, the need for this application would be obviated. However, because of provisions of Jewish law, the fence must be on the property line itself.

MR. FENWICK: Thank you. That will be fine. Anybody else want to read any further into this?

MR. FINNEGAN: It's part of the record.

MR. FENWICK: That's correct, it's part of the record.

MRS. BARNHART: Also, as part of the record, Mr. Slavin has provided 34 addressed envelopes in conjunction with the town assessor's list which I mailed out on November 12th and the legal notices in the newspaper.

MR. FENWICK: I'll read into the record at this time a letter from James R. Loeb.

I'm writing to you on behalf of the Congregation of Agudas Israel with specific reference to the application for variance #91-31 which the Congregation has before your Board. I assisted the Congregation in preparing the application. I can tell you from my own personal knowledge that all the deeds to the predecessors in interest to the Congregation are attached to the application, first is a deed dated August 8, 1900, second is a deed dated September 6, 1900, third is a deed dated July 15, 1909 and the fourth is a deed dated September 1, 1911. I'm of the opinion that these deeds make up the cemetery property based upon my review of the files and discussions with various members of the Congregation. There does not appear to be any record of the Congregation possession ever being threatened or any challenge to the title of all or a portion of the cemetery. I'm writing this letter to you because there is no evidence of a title search and certainly not evidence of the title insurance policy and any of the records that I have reviewed. Signed James R. Loeb.

Any other question from Members of the Board?
Everybody review the photographs, here's a description.

MR. TORLEY: My only comment is that I regret, apologies that you find this necessary.

MR. SLAVIN: Thank you.

MR. FENWICK: Any questions or comments? Anyone here from the public have any comments?

November 25, 1991

29

KENNETH COPANS: For the sake of brevity, I'm only commenting if it's necessary but it doesn't appear to be. My name is Kenneth Copans, 43 Park Hill Drive. I just wanted to briefly reaffirm what Mr. Slavin said. I'll tell you how disconcerting it is to go there on a Sunday morning and find snowmobile tracks, sled tracks, garbage all over the place and a real desecration unfortunately we have not had the unfortunate experience which they have had in the City of Newburgh where graves have actually been dug up and bodies removed but we surely want to prevent that in the future, I appreciate your understanding.

SIDNEY BERKOWITZ (PHONETIC): One time we had over 50 monuments thrown over at one time and it's always one or two around, it's very unfortunate situation. We know we are not, it's been all over the country, all over the city but it's a very unfortunate situation and we're trying to prevent it.

MR. FENWICK: Anymore comments at this time? If not, I'll close it to the public and open it back up to the Members of the Board.

MR. KONKOL: I make a motion we grant the variance.

MR. TANNER: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Finnegan	Aye
Mr. Konkol	Aye
Mr. Tanner	Aye
Mr. Nugent	Aye
Mr. Fenwick	Aye

#91-31

11/25/91-

Public Hearing - Congregation Agudas Israel

Name:

Ken Copans

Address:

43 PARKHILL DR. W. CH.

Rec'd. ZBA -
11/25/91 (PAB) file

DRAKE, SOMMERS, LOEB, TARSHIS & CATANIA, P. C.

ATTORNEYS & COUNSELLORS AT LAW

BERNARD J. SOMMERS
JAMES R. LOEB
RICHARD J. DRAKE
STEVEN L. TARSHIS
JOSEPH A. CATANIA, JR.
RICHARD F. LIBERTH
WALLACE H. MAHAN III (1959-1991)

ONE CORWIN COURT
POST OFFICE BOX 1479
NEWBURGH, NEW YORK 12550
(914) 565-1100
FAX (914) 565-1999

MONROE OFFICE
107 STAGE ROAD
MONROE, NEW YORK 10950
(914) 783-2600
FAX (914) 782-6854

GLEN L. HELLER
TODD A. KELSON
RICHARD M. MAHON, JR.*
STEPHEN J. GABA
ELLEN VILLAMIL
ADAM L. RODD**
KEVIN T. DOWD
CRAIG I. KARTIGANER***
ROBERT D. NIETO
STEVEN I. MILLIGRAM****
KAREN COLLINS*

OF COUNSEL

DONALD H. MCCANN

*N.Y. & D.C. BARS
**N.Y. & CT. BARS
***N.Y., FL. & TN. BARS
****N.Y. & N.J. BARS

November 22, 1991

Zoning Board of Appeals
Town of New Windsor
555 Union Avenue
New Windsor, New York 12553

RE: Congregation Agudas Israel
Our File No. 9999.37,342

Dear Board Members:

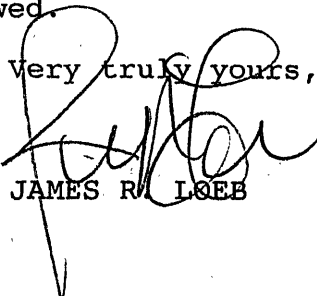
I am writing to you on behalf of Congregation Agudas Israel with specific reference to the application for a variance no. 91-31 which the Congregation has made to your Board.

I assisted the Congregation in preparing the application including Schedule A and the exhibits. I can tell you from my own personal knowledge that all the deeds to the predecessors in interest to the Congregation are attached to the application.

The first is a deed dated August 28, 1900; the second is a deed dated September 6, 1900; the third is a deed dated July 15, 1909 and the fourth is a deed dated September 1, 1911. I am of the opinion that those deeds make up the cemetery property. Based upon my review of the files and discussions with various members of the Congregation, there does not appear to be any record of the Congregation's possession being ever threatened or any challenge to the title of all or a portion of the cemetery.

I am writing this letter to you because there is no evidence of a title search and certainly no evidence of a title insurance policy in any of the records that I reviewed.

Very truly yours,


JAMES R. LOEB

JRL/lp
K3734212.02

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

37,342, JRL:ef

APPLICATION FOR VARIANCE

91-31

Date: _____

I. Applicant Information:

- (a) Congregation Agudas Israel, 290 North Street, Newburgh, NY 12550
(Name, address and phone of Applicant) (Owner) 562-5604
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) James R. Loeb, Esq., P. O. Box 1479, Newburgh, NY 12550
(Name, address and phone of attorney) 565-1100
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- () Use Variance, () Sign Variance
(xx) Area Variance () Interpretation

III. Property Information:

- (a) R-4 Erie Avenue, New Windsor, NY 22-1-3 2 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? N/A
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? 1911
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

(b) ^{N/A} The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. ✓ Area variance: 48 14 a b c and d

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

Requirements	Proposed or Available	Variance Request
Min. Lot Area fence	6'	10'
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area fence	6'	10'

* Residential Districts only

** No-residential districts only

✓ (b) The legal standard for an "area" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you may have made to alleviate the difficulty other than this application.

please see annexed Schedule A

VI. Sign Variance: ^{N/A}

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size

signs.

(c) ^{N/A} What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. ^{N/A}

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.
- (b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

please see annexed Schedule A

✓ IX. Attachments required:

- ☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ☒ Copy of tax map showing adjacent properties.
- ☐ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of deed and title policy.
- ☐ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ☒ Copy(ies) of sign(s) with dimensions and location.
- ☒ Check in the amount of \$ _____ payable to TOWN OF NEW WINDSOR.
- ☒ Photographs of existing premises which show all present

X. Affidavit.

Date: _____

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

CONGREGATION AGUDAS ISRAEL

By: Gene Klein

(Applicant)

Gene Klein, President

Sworn to before me this

8 day of November, 1991

XI. ZBA Action:

(a) Public Hearing date: _____

(b) Variance: Granted ☐ Denied ☐

(c) Restrictions or conditions: _____

JAMES R. LOEB
Notary Public, State of New York
Qualified in Orange County
No. 7582400
Commission Expires September 30, 1992

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

SCHEDULE "A"

Congregation Agudas Israel and its predecessor (hereinafter the "Congregation") has maintained a cemetery on property fronting on Erie Avenue in the Town of New Windsor since the very early 1900s. The Congregation received the property encompassing the cemetery in several deeds, copies of which are attached to Schedule A. The first deed is dated August 28, 1900; the second deed is dated September 6, 1900 with later deeds in 1909 and 1911. The deeds run to various Jewish organizations, all of which either by merger or change of name are the predecessors in interest to the Congregation. The tax maps of the Town of New Windsor now show the property as one parcel being Section 22, Block 1, Lot 3. The Congregation seeks to install a chain link fence 8 feet high topped by a 3-strand barbed wire fence which will be 12 inches high, for a total height of the chain link fence and barbed wire fence of 9 feet. The Congregation has applied for a variance to erect a fence of a height not to exceed 9 1/2 feet to allow for any slight variations in height between 9 feet and 9 1/2 feet which may take place during installation.

The Congregation understands that under the New Windsor Code it could erect a fence 6 feet high on the property line as a matter of right. To erect a fence higher than that the Congregation must move the fence in from the property line. The Congregation seeks to erect a fence on its property line higher than 6 feet and it is that which has given rise to this application.

The Congregation seeks an area variance and it is incumbent upon the Congregation to demonstrate facts which support a finding of practical difficulties which in turn can support the granting of the area variance by this Board.

Before presenting the Congregation's position that it has in fact met the requirements for practical difficulties; the Congregation believes it is important for it to present the factual background which has led up to this application. The property which is before the Board is the cemetery used by the Congregation. It has been used as a cemetery since the early 1900s and there is still left substantial vacant land so that the Congregation believes that it will continue to be used for new grave sites over the future years while as well as continuing to be the burial grounds for those members of the Congregation who have died and are interred there. With unfortunately increasing frequency over the past few years, there have been incidents of vandalism at the cemetery. Those incidents include throwing over of monuments; defacing monuments; parties on the cemetery grounds with the remains of beer cans, soda bottles and other debris wholly inconsistent with a cemetery; and snowmobiling. The tracks of the snowmobiles crisscross the grave sites which the Congregation is tantamount to desecration of the graves themselves.

Although the New Windsor Police have been responsive to the Congregation's requests for help, it is clear that the best deterrent to prevent the continued desecration of these graves is adequate fencing. The Congregation believes that fencing of the type it proposes to erect should prevent the desecration and will clearly eliminate the snowmobiling. If the fence could be set back from our property line 10 or 15 feet the need for this application would be obviated. However, because of a provision of Jewish Law, the fence must be on the property line itself.

The Congregation has buried a number of individuals as close to the property line as possible. The reason for that is there is a provision of Jewish Law under which the Congregation operates that mandates that infants, suicides or homeless Jewish persons be buried as close to the line or the edge of the cemetery as possible. In fact at present there are a number of grave sites as the edge of the cemetery. It is those existing grave sites that prevent the location of the fence other than on the property line, coupled with the unfortunate fact that there will undoubtedly be other infants, suicides and homeless Jewish persons the Congregation will be called upon to bury in future years.

With those facts before the Board, it is appropriate to examine the issue of practical difficulties. The test for

practical difficulties was perhaps best expressed by the New York State Supreme Court in the case of Wachsberger v. Michalis, 19 MISC2 909, 191 NYS2 621 (1959). In that case the Court listed five factors which the Zoning Board of Appeals should address in considering practical difficulties.

The factors identified in the Wachsberger v. Michalis case and how they pertain to the Congregation's application are as follows:

1. How substantial the variance is in relation to the requirement in the Zoning Regulations?

The Zoning Regulations permit a fence 6 feet high on the property line. The Congregation seeks to erect a fence 9 1/2 feet high on the property line. Although in percentage the variance would seem substantial, in actuality its impact would be minimal. The fence the Congregation seeks to erect is a chain link fence clad in black vinyl, which is even less intrusive than the normal chain link fence. The barbed wire strands are canted in toward the cemetery so that the top 12 inches of the fence would be even less intrusive than if it were in a vertical plane. The overall effect of the increased height of the fence, that being the height over 6 feet, is minimal while still providing the security that the Congregation needs to protect the grave sites, both existing and future.

2. The effect if the variance is granted of increased population density on available governmental facilities.

This aspect of the Wachsberger v. Michalis case has no application to the Congregation's request for a variance.

3. Whether a substantial change in the character of the neighborhood or substantial detriment to adjoining properties will be created by granting the variance.

The Congregation believes that there will be in fact no change in the character of the neighborhood. There is at present a fence in the front of the property as well as a short run of 8 feet on one side. The character of the neighborhood is fixed and determined by the fact that the Congregation has maintained a cemetery on this site for 90 years and that lands immediately adjoining the Congregation's lands to the east and to the north are lands of the Woodlawn Cemetery. The additional height over the 6 foot requirement should not and will not be in any way detrimental to the adjoining property owners; in fact it may well help to protect those properties by fencing along the common boundary line.

4. Whether the difficulty can be obviated by some method feasible for the Congregation to pursue other than a variance.

The Congregation's cemetery was established in the early 1900s. It predates by many years the New Windsor Zoning Regulations. In the years since the cemetery was established

there have been burials on the property line and the lands immediately adjacent to the property line. If the Congregation is to erect the fence to the height which it seeks and which it believes is necessary in order to preserve and protect the sanctity of the grave sites, it can only do so by locating the fence on the property line. The only other option available to the Congregation would be to disinter all those persons buried in the area adjacent to the property line. That option is neither practical nor consistent with the Congregation's religious tenents; no one could reasonably expect that the remains of the persons buried in that portion of the cemetery should be disturbed.

5. Whether in view of the manner in which the request for the variance arose and in view of all of the facts and circumstances, whether the interests of justice would be served by granting the variance.

The Congregation believes that the variance should be granted based upon the practical difficulties which the Board should find exist in this matter. The burials have taken place at a location in the Congregation's cemetery dictated and determined by provisions of Jewish Law which the Congregation is bound to follow. The desecration of grave sites; the partying in the cemetery and the snowmobiling can only be stopped by the erection of adequate fencing. The Congregation respectfully

submits that if it cannot erect the fencing it seeks, the grave sites are not safe from intrusion and vandalism.

The Congregation respectfully requests that its application for a variance to permit the erection of a 9 1/2 foot high fence on three of its property lines be granted.

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----x
In the Matter of Application for Variance of

Congregation Agudas Israel,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#91-31,
-----x

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On November 12, 1991, I compared the 34 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
12th day of November, 19 91.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)

THIS INDENTURE, made the 5th day of December, nineteen hundred and seventy-five

BETWEEN MILDRED BROOKS, residing at 510 East 27th Street, Paterson, Passaic County, New Jersey

party of the first part, and CONGREGATION AGUDAS ISRAEL, a religious corporation organized under the laws of the State of New York, with its principal office at 290 North Street, Newburgh, Orange County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----TEN-----dollars,

lawful money of the United States, paid

by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, ~~with the buildings and improvements thereon erected~~ situate, lying and being in the cemetery of the party of the second part in the Town of New Windsor, Orange County, New York, more particularly described as follows:

BEGINNING at the northwest corner of a plot heretofore conveyed by Newburgh Hebrew Society to Saul Weinberg and Rose Weinberg, and running thence northwardly 12 feet; thence easterly 10 feet; thence southwardly 12 feet; thence westerly 10 feet to the point or place of beginning. This is a plot of land 12 feet by 10 feet.

BEING the same premises as were conveyed by Newburgh Hebrew Society to Max Siegfried by deed dated January 15, 1943 and recorded

party of the first part, and CONGREGATION AGUDAS ISRAEL, a religious corporation organized under the laws of the State of New York, with its principal office at 290 North Street, Newburgh, Orange County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----TEN-----dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, ~~with the buildings and improvements thereon erected~~ situate, lying and being in the cemetery of the party of the second part in the Town of New Windsor, Orange County, New York, more particularly described as follows:

BEGINNING at the northwest corner of a plot heretofore conveyed by Newburgh Hebrew Society to Saul Weinberg and Rose Weinberg, and running thence northwardly 12 feet; thence easterly 10 feet; thence southwardly 12 feet; thence westerly 10 feet to the point or place of beginning. This is a plot of land 12 feet by 10 feet.

BEING the same premises as were conveyed by Newburgh Hebrew Society to Max Siegfried by deed dated January 15, 1943 and recorded in the Orange County Clerk's Office on March 27, 1943 in Liber 904 of Deeds at page 77. Said Max Siegfried died a resident of the City of Newburgh, Orange County, New York and the party of the first part is his surviving daughter.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Mildred Brooks
MILDRED BROOKS

L.S.

JERSEY;

STATE OF NEW YORK COUNTY OF PASSAIC

SS:

On the 9 day of December 19 75, before me personally came

MILDRED BROOKS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same

Notary Public

JOHN W. MANOPOLI

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES JULY 8, 1976

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No. ,

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Quitclaim Deed

Title No.

MILDRED BROOKS

TO

CONGREGATION AGUDAS ISRAEL

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

THE TITLE GUARANTEE COMPANY



Zip No.

Notary Public
JOHN W. MANOPOLI

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 8, 1976

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No. ;
that he is the of

the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me
personally came
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No. ;
that he knows

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

Quitclaim Deed

TITLE NO.

MILDRED BROOKS

TO

CONGREGATION AGUDAS ISRAEL

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded At Request of The Title Guarantee Company
RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

THE TITLE GUARANTEE COMPANY



Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

January 10, 1888, and described as follows, Beginning at the south west corner of Benkard avenue and Monument Street and running thence south along the line of Monument Street one hundred and seventeen feet, thence west thirty feet, thence north parallel with Monument Street one hundred and seventeen feet to Benkard avenue, and thence east along Benkard avenue thirty feet to the place of beginning. Being the same premises which were conveyed to Daniel Kennedy and Mary Kennedy the father and mother of William Kennedy one of the parties of the first part by David L. Ward and wife by deed bearing date the 30th day of November, 1889, and recorded in the office of the Clerk of the County of Orange on the 3rd day of January 1890 in Liber 372 of deeds at page 249, and of which property the said Daniel Kennedy and Mary Kennedy died seized and possessed.

Together with the appurtenances and all the estate and rights of the said parties of the first part in and to said premises. To Have and to Hold the above granted, bargained and described premises unto the said party of the second part her heirs and assigns forever. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the Presence of,

William Kennedy L.S.

John B. Corwin

Elizabeth Kennedy L.S.

State of New York

On this 10th day of April in the year one thousand

County of Orange SS.

nine hundred and twelve before me, the subscriber,

personally appeared William Kennedy and Elizabeth Kennedy his wife to me

personally known to be the same persons described in and who executed the

foregoing instrument and they severally acknowledged to me that they execut-

ed the same. John B. Corwin, Notary Public, Orange Co. N.Y.

A true record entered August 9th 1912 at 8 A.M.

James J. Corwin
Clerk.

This Indenture made the first day of September in the year one thousand nine hundred and eleven. Between Herman Hoffman and Sarah

L 535
CP 60

ten feet to Benard avenue, and thence east along Benard avenue thirty feet to the place of beginning. Being the same premises which were conveyed to Daniel Kennedy and Mary Kennedy the father and mother of William Kennedy one of the parties of the first part by David L. Ward and wife by deed bearing date the 30th day of November, 1889, and recorded in the office of the Clerk of the County of Orange on the 3rd day of January 1890 in Liber 372 of deeds at page 249, and of which property the said Daniel Kennedy and Mary Kennedy died seized and possessed.

Together with the appurtenances and all the estate and rights of the said parties of the first part in and to said premises. To Have and to Hold the above granted, bargained and described premises unto the said party of the second part her heirs and assigns forever. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the Presence of,

William Kennedy L.S.

John B. Corwin

Elizabeth Kennedy L.S.

State of New York

On this 10th day of April in the year one thousand

County of Orange SS.

nine hundred and twelve before me, the subscriber,

personally appeared William Kennedy and Elizabeth Kennedy his wife to me

personally known to be the same persons described in and who executed the

foregoing instrument and they severally acknowledged to me that they execut-

ed the same. John B. Corwin, Notary Public, Orange Co. N.Y.

L 535
CP 60

A true record entered August 9th 1912 at 8 A.M.

John B. Corwin Clerk.

This Indenture made the first day of September in the year one thousand nine hundred and eleven. Between Herman Hoffman and Sarah Hoffman his wife of the city of Newburgh, Orange County, New York, parties of the first part and The Agudas Acham Society a religious corporation, located in said City of Newburgh, party of the second part. Witnesseth that the said parties of the first part for and in consideration of the sum of One dollars, lawful money of the United States paid by the said party of the second part do hereby remise, release and forever quit claim unto the said party of the second part its successors and assigns forever.

All that certain tract or parcel of land situate, lying and being in the town of New Windsor, Orange County, New York, bounded as follows

P10 22-1-3

to wit; Bounded on the south by the road leading from the New Windsor Station of the Erie Railroad to Quassaick avenue, on the east by the cemetery lands of the Sons of Israel, on the north by a stone wall between the lands hereby conveyed, and other lands of John N. Caldwell, which said wall is about three hundred twenty feet distant from the aforesaid road, on the west by a line parallel with the westerly line of the said cemetery lands of the sons of Israel, and one hundred seventy two feet distant therefrom measured in a straight line and at right angles thereto. Being a parcel of land one hundred seventy two feet wide and about three hundred twenty feet deep. Being the same premises conveyed to said Herman Hoffman by John N. Caldwell by deed dated January 5, 1911 and recorded in Orange County records of deeds in liber 520 page 533.

Together with the appurtenances and all the estate and rights of the said parties of the first part in and to the said premises. To Have and to Hold the above described premises unto the said party of the second part its successors and assigns forever. In Witness Whereof the said parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

In Presence of Harris Joseph (LS)

Herman Hoffman (LS)

her

Sarah X Hoffman (LS)

mark

State of New York

On this first day of September in the year one

County of Orange SS.

thousand nine hundred and eleven before me personally

came Herman Hoffman and Sarah Hoffman his wife to me known and known to me to be the individuals described in and who executed the within Instrument and they severally duly acknowledged to me that they had executed the same.

Harris Joseph, Notary Public, Orange County.

A true record entered August 9th 1912 at 8 A.M.

J. M. Joseph Clerk.

This Indenture made the fifth day of August in the year one thousand nine hundred and twelve. Between Benjamin J. Barry of the city, County and State of

to wit; Bounded on the south by the road leading from the New Windsor Station of the Erie Railroad to Quassaick avenue, on the east by the cemetery lands of the Sons of Israel, on the north by a stone wall between the lands hereby conveyed, and other lands of John N. Caldwell, which said wall is about three hundred twenty feet distant from the aforesaid road, on the west by a line parallel with the westerly line of the said cemetery lands of the sons of Israel, and one hundred seventy two feet distant therefrom measured in a straight line and at right angles thereto. Being a parcel of land one hundred seventy two feet wide and about three hundred twenty feet deep. Being the same premises conveyed to said Herman Hoffman by John N. Caldwell by deed dated January 5, 1911 and recorded in Orange County records of deeds in liber 520 page 533.

Together with the appurtenances and all the estate and rights of the said parties of the first part in and to the said premises. To Have and to Hold the above described premises unto the said party of the second part its successors and assigns forever. In Witness Whereof the said parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

In Presence of Harris Joseph (LS)

Herman Hoffman (LS)

her

Sarah X Hoffman (LS)

mark

State of New York

On this first day of September in the year one

County of Orange SS.

thousand nine hundred and eleven before me personally

came Herman Hoffman and Sarah Hoffman his wife to me known and known to me to be the individuals described in and who executed the within Instrument and they severally duly acknowledged to me that they had executed the same.

Harris Joseph, Notary Public, Orange County.

A true record entered August 9th 1912 at 8 A.M.

J. M. Joseph Clerk.

This Indenture made the fifth day of August in the year one thousand nine hundred and twelve. Between Benjamin J. Berry of the city, County and State of New York, party of the first part and Ella Berry his wife residing at No. 521 West 21st Street, Borough of Manhattan, City, County and State of New York, party of the second part. Witnesseth, that the said party of the first part in consideration of the sum of one (\$1.00) dollar lawful money of the United States and other valuable considerations, paid by the party of the second part does hereby grant and release unto the said party of the second part her heirs and assigns forever.

ALL of that certain piece and parcel of land situated at Fort Montgomery, County of Orange and State of New York, in the town of Highlands, bounded and described as follows viz, Beginning at a stone monument in a field and running thence north eighteen (18) degrees and ten (10) minutes east one hundred and forty eight (148) feet and eleven (11) inches, thence south sixty one (61) degrees and forty (40) minutes east sixty (60) feet and three (3) inches to the center of an old stone wall on the

she executed the same. John D. Lyons, Notary Public.

One 10 cents stamp annexed and cancelled.

State of New York,) I, William C. Brand, Clerk of the County of
) SS- Sullivan and also Clerk of the Supreme Court
 Sullivan County Clerks Office,)
 for the said County, the same being a Court of Record do hereby certify that John
 D. Lyons whose name is subscribed to the certificate of the proof or acknowledgment
 of the annexed instrument and thereon written, was at the time of taking such proof
 or acknowledgment a Notary Public in and for the County of Sullivan, dwelling in
 the said County, commissioned and sworn and duly authorized to take the same, And
 further that I am well acquainted with the handwriting of such Notary and verily
 believe that the signature to the said certificate of the proof or acknowledgment
 is genuine and that said instrument is executed and acknowledged according to the
 laws of the State of New York, In Testimony Whereof, I have hereunto set my hand
 and affixed the seal of the said Court and County the 12th day of Dec 1900.

(LS) W.C. Brand Clerk,

One 10 cents stamp annexed and cancelled.

A true record entered Jan 29 1901 at 9-55 A.M.

2451989

W.C. Brand Clerk.

125 x 150 /

This Indenture made the sixth day of September in the year nineteen
 hundred, Between Henry Copans and Theressa his wife, Max Brochman and Ester his wife,
 Max B. Schrieber and Susie his wife, Jacob Simon and Annie his wife, Simon Levinson
 and Rosalie his wife, Henry Chartoff and Gussie his wife, and Henry Rosenberg and
 Rachel his wife, all of the City of Newburgh Orange County, N.Y., of the first part,
 and the Newburgh Sons of Abraham Association (a private Cemetery corporation), of the
 second part, Witnesseth, that the said parties of the first part in consideration
 of Two hundred and fifty dollars, lawful money of the United States, paid by the
 party of the second part do hereby grant and release unto the said party of the
 second part its successors and assigns forever.

All that, certain parcel of land situated in the Town of New Windsor
 Orange County New York, described as follows, to wit, Beginning at a stone monument

she executed the same. John D. Lyons, Notary Public.

One 10 cents stamp annexed and cancelled.

State of New York,)
) ss- I, William C. Brand, Clerk of the County of
 Sullivan County, Clerks Office,) Sullivan and also Clerk of the Supreme Court
 for the said County, the same being a Court of Record do hereby certify that John
 D. Lyons whose name is subscribed to the certificate of the proof or acknowledgment
 of the annexed instrument and thereon written, was at the time of taking such proof
 or acknowledgment a Notary Public in and for the County of Sullivan, dwelling in
 the said County, commissioned and sworn and duly authorized to take the same, And
 further that I am well acquainted with the handwriting of such Notary and verily
 believe that the signature to the said certificate of the proof or acknowledgment
 is genuine and that said instrument is executed and acknowledged according to the
 laws of the State of New York, In Testimony Whereof, I have hereunto set my hand
 and affixed the seal of the said Court and County the 12th day of Dec 1900.

(LS) W.C. Brand Clerk,

One 10 cents stamp annexed and cancelled.

A true record entered Jan 29 1901 at 9-55 A.M.

2451 of 89

W.C. Brand Clerk.

PS 4153
 This Indenture made the sixth day of September in the year nineteen
 hundred, Between Henry Copans and Theressa his wife, Max Brochman and Ester his wife,
 Max B. Schrieber and Susie his wife, Jacob Simon and Annie his wife, Simon Levinson
 and Rosalie his wife, Henry Chartoff and Gussie his wife, and Henry Rosenberg and
 Rachel his wife, all of the City of Newburgh Orange County, N.Y., of the first part,
 and the Newburgh Sons of Abraham Association (a private Cemetery corporation), of the
 second part, Witnesseth, that the said parties of the first part in consideration
 of Two hundred and fifty dollars, lawful money of the United States, paid by the
 party of the second part do hereby grant and release unto the said party of the
 second part its successors and assigns forever.

All that, certain parcel of land situated in the Town of New Windsor
 Orange County New York, described as follows, to wit, Beginning at a stone monument
 set in the northerly line of the highway leading from Quassaick Avenue to the New
 Windsor Depot, and at the southwest corner of Woodlawn Cemetery, and runs thence
 northeasterly along said Cemetery one hundred and fifty feet, thence northwesterly
 parallel with said highway one hundred and twenty five feet, thence southwesterly
 parallel with the west line of said cemetery one hundred and fifty feet to the
 northerly line of said highway, and thence southeasterly along the northerly
 line of said highway one hundred and twenty five feet to the place of beginning.
 Being a lot one hundred and twenty five feet front on said highway by one hundred
 and fifty feet in depth. The premises above described are hereby conveyed subject

to the condition or covenant that no slaughter house or other nuisance (cemetery excepted) shall ever be erected or maintained on said premises, and this covenant shall run with the land. Being the same premises conveyed to Henry Copans and others by John N. Caldwell and wife by deed dated August 28th 1900 and recorded in Orange County Clerks Office in Liber No 449 of Deeds at page 163. Subject also to the lien of a certain Mortgage for one hundred and fifty dollars held by John N. Caldwell, which said mortgage the party of the second part hereby assumes and agrees to pay as so much of the purchase price of said premises.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises. To have and to hold the above granted premises unto the said party of the second part its successors and assigns forever. And the said parties of the first part do covenant with said party of the second part as follows, first-That the parties of the first part is seized of the said premises in fee simple and has good right to convey the same. Second-That the party of the second part shall quietly enjoy the said premises. Third-That the said premises are free from incumbrances, Except as hereinbefore stated. Fourth-That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. Fifth-That the parties of the first part will forever warrant the title to said premises.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written. Witness as to all signatures- C.B. Moss)

her			
Annie X Simon	(LS)	Henry Copans	(LS)
mark			
S. Levinson	(LS)	Ther. Copans	(LS)
		his	
Rosalie Levinson	(LS)	Max X Brochman	(LS)
		mark her	
H. Chartoff	(LS)	Ester X Brochman	(LS)
her		mark	
Gussie X Chartoff	(LS)	Max B. Schrieber	(LS)
mark his		her	
Henry X Rosenberg	(LS)	Susie X Schrieber	(LS)
mark her		mark	
Rachel X Rosenberg	(LS)	Jacob Simon	(LS)
mark			

One 50 cents stamp annexed and cancelled.

State of New York,) On this 3rd day of November in the year one thousand m
 ss-
 County of Orange,) nine hundred before me the subscriber personally came
 Henry Copans, Theresa Copans, Max Brochman, Ester Brochman, Max B. Schrieber,

Witness my hand and seal this 3rd day of November 1900

to the condition or covenant that no slaughter house or other nuisance (cemetery excepted) shall ever be erected or maintained on said premises, and this covenant shall run with the land. Being the same premises conveyed to Henry Copans and others by John N. Caldwell and wife by deed dated August 28th 1900 and recorded in Orange County Clerks Office in Liber No 449 of Deeds at page 163. Subject also to the lien of a certain Mortgage for one hundred and fifty dollars held by John N. Caldwell, which said mortgage the party of the second part hereby assumes and agrees to pay as so much of the purchase price of said premises.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises. To have and to hold the above granted premises unto the said party of the second part its successors and assigns forever. And the said parties of the first part do covenant with said party of the second part as follows, first-That the parties of the first part is seized of the said premises in fee simple and has good right to convey the same. Second-That the party of the second part shall quietly enjoy the said premises. Third-That the said premises are free from incumbrances, Except as hereinbefore stated. Fourth-That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. Fifth-That the parties of the first part will forever warrant the title to said premises.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness as to all signatures- C.B. Moss)

her			
Annie X Simon	(LS)	Henry Copans	(LS)
mark			
S. Levinson	(LS)	Thew Copans	(LS)
		his	
Rosalie Levinson	(LS)	Max X Brochman	(LS)
		mark her	
H. Chartoff	(LS)	Ester X Brochman	(LS)
her		mark	
Gussie X Chartoff	(LS)	Max B. Schrieber	(LS)
mark his		her	
Henry X Rosenberg	(LS)	Susie X Schrieber	(LS)
mark her		mark	
Rachel X Rosenberg	(LS)	Jacob Simon	(LS)
mark			

One 50 cents stamp annexed and cancelled.

State of New York,) On this 3rd day of November in the year one thousand and
 County of Orange,) nine hundred before me the subscriber personally came
 Henry Copans, Theresa Copans, Max Brochman, Ester Brochman, Max B. Schrieber,
 Susie Schrieber, Jacob Simon, Annie Simon, Simon Levinson Rosalie Levinson,
 Henry Chartoff, Gussie Chartoff, Henry Rosenberg and Rachel Rosenberg, known to
 me and to me known to be the persons described in and who executed the within
 instrument and severally acknowledged that they executed the same.

C.B. Moss, Notary Public, Orange Co, N.Y.,

Read 1/29/1901

100
will execute or procure any further necessary assurances of the title to said premises. Fifth. That the said Andrew J. Herbison and Anna E., his wife parties of the first part will forever warrant the title to said premises.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

In the presence of,
Herbert B. Royce
State of New York
County of Orange SS.
City of Middletown

Andrew J. Herbison
Anna E. Herbison
On this 30th day of June in the year one thousand nine hundred and nine before me personally came Andrew J. Herbison and Anna E. Herbison to me known and known to me to be the individuals described in and who

executed the within Instrument and they severally duly acknowledged to me that they had executed the same.

Herbert B. Royce, Special County Judge of Orange County.

A true record entered July 13th 1909 at 4 P.M. in the Office of the

J. M. Giffert Clerk. *5099106*

This Indenture made the twelfth day of July in the year one thousand nine hundred and nine. Between John N. Caldwell a widower of the town of New Windsor, Orange County, New York, party of the first part and Harris Moses and Harris Weinstein of the city of Newburgh, Orange County, New York, Aaron Weinert and Aaron Morrison of the same place and Samuel Schneiderman, of the Village of Fishkill Landing, Dutchess County, New York, parties of the second part, Witnesseth, that the said party of the first part in consideration of Three hundred and fifty dollars, lawful money of the United States, paid by the parties of the second part do hereby grant and release unto the said parties of the second part, their heirs and assigns forever.

ALL that certain lot, piece or parcel of land, situate, lying and being in the town of New Windsor, Orange County, New York, and bounded and described as follows, to wit; Beginning at a point in the north line of the highway leading from the New Windsor Depot of the Erie Rail Road to Quassaick Avenue at a point twelve feet west of the westerly line of a lot of land conveyed to Henry Copans and others by John N. Caldwell, by deed bearing date August 28, 1900 which said lot is now used for Cemetery purposes and runs thence northerly parallel with said westerly line of lands sold to Copans and others about three hundred twenty seven feet to a stone wall; thence easterly along said stone wall about one hundred thirty nine feet to lands of the Newburgh Woodlawn Cemetery Association, thence southerly along said Woodlawn Cemetery lands about one hundred fifty six feet to the northeast corner of said lands sold to Copans and others, thence westerly

along said last mentioned lands about one hundred twenty five feet to the northwest corner thereof, thence southerly along said last mentioned lands to the northerly line of the highway first above mentioned; and thence westerly along the northerly line of said highway twelve feet to the place of beginning.

Together with the appurtenances and all the estate and rights of the said party of the first part in and to the said premises. To Have and to Hold the above granted premises unto the said parties of the second part their heirs and assigns forever. And the said John N. Caldwell party of the first part does covenant with said parties of the second part as follows; First. That the said party of the first part is seized of the said premises in fee simple, and has good right to convey the same. Second. That the parties of the second part shall quietly enjoy the said premises. Third. That the said premises are free from encumbrances. Fourth. That the party of the first part will execute, or procure any further necessary assurance of the title to said premises. Fifth. That the said party of the first part will forever warrant the title to said premises. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

In the Presence of John B. Corwin. John N. Caldwell. L.S.
State of New York On this twelfth day of July in the year one thousand
County of Orange .SS. nine hundred and nine before me personally came John N.
City of Newburgh Caldwell to me known and known to me to be the individual described in and who executed the within Instrument, and he duly acknowledged to me that he had executed the same.

John B. Corwin, Notary Public, Orange Co., N.Y.

A true record entered July 14th 1909 at 8 A.M.

J. S. M. Sargent

Clerk

This Indenture made the eighth day of July in the year one thousand nine hundred and nine. Between Henry L. Slawson and Juliette his wife of the city of Port Jervis, Orange County, New York, parties of the first part and Edward I. Tibbits of the same place party of the second part. Witnesseth, that the said parties of the first part for and in consideration of Fourteen hundred dollars (\$1400.00) lawful money of the United States paid by the said party of the second part do hereby grant and sell unto the said party of the second part his heirs and assigns forever.

along said last mentioned lands about one hundred twenty five feet to the northwest corner thereof, thence southerly along said last mentioned lands to the northerly line of the highway first above mentioned; and thence westerly along the northerly line of said highway twelve feet to the place of beginning.

Together with the appurtenances and all the estate and rights of the said party of the first part in and to the said premises. To Have and to Hold the above granted premises unto the said parties of the second part their heirs and assigns forever. And the said John N. Caldwell party of the first part does covenant with the said parties of the second part as follows; First. That the said party of the first part is seized of the said premises in fee simple, and has good right to convey the same. Second. That the parties of the second part shall quietly enjoy the said premises. Third. That the said premises are free from encumbrances. Fourth. That the party of the first part will execute or procure any further necessary assurance of the title to said premises. Fifth. That the said party of the first part will forever warrant the title to said premises. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

In the Presence of John B. Corwin.

John N. Caldwell. L.S.

State of New York

On this twelfth day of July in the year one thousand

County of Orange .SS.

nine hundred and nine before me personally came John N.

City of Newburgh

Caldwell to me known and known to me to be the individ-

ual described in and who executed the within Instrument, and he duly acknowledged to me that he had executed the same.

John B. Corwin, Notary Public, Orange Co.

A true record entered July 14th 1909 at 8 A.M.

J. M. Giffert

Clerk

This Indenture made the eighth day of July in the year one thousand nine hundred and nine. Between Henry L. Slawson and Juliette his wife of the city of Port Jervis, Orange County, New York, parties of the first part and Edward I. Tibbitts of the same place party of the second part. Witnesseth, that the said parties of the first part for and in consideration of Fourteen hundred dollars (\$1400.00) lawful money of the United States paid by the said party of the second part do hereby grant, and release unto the said party of the second part his heirs and assigns forever.

ALL that tract or parcel of land situate, lying and being in the city of Port Jervis, Orange County, New York, bounded and described as follows; Beginning at a stake at the easterly corner of lot 75 and in line of lands of C. Kadall on the easterly line of Main Street and running thence along the line between lots 75 & 76 S. 55° 25' west 99 feet to a stake at a corner to Newbauer, thence south 47° east 53 5/8 feet to a point 2 feet easterly from the easterly line of the barn on the premises hereby conveyed at a corner of J. J. Bippus, thence by the same and on a line parallel

part have possession of the said premises before the execution and delivery of said deed, and in case of failure on their part to perform any of the covenants therein contained they will yield and deliver to the party of the first part quiet and peaceable possession of said premises, that the party of the first part may immediately after such failure re-enter and take possession of the same, without any previous notice to quit, in reference to any legal proceedings to recover possession thereof.

It is further understood and agreed that the said premises are subject to the lien of the unpaid assessments of the tax commonly known as the West Newburgh Sewer Tax and also Subject to the right of adjoining property owners to maintain a drain or sewer and water pipes across said premises as the same are now laid down, and to enter upon said premises and make necessary repairs to said sewer or drain and that the said premises are and will be conveyed Subject to the said lien and said drainage and water rights. And it is also agreed that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, survivors or assigns of the respective parties.

In Witness Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

In Presence of N.D.Bellknap	DeForest Marshall	(LS)
(Joseph Miller)	<u>Jo Miller</u>	(LS)
(Elizabeth Miller)	<u>Lizet Miel</u>	(LS)

State of New York On this 4th day of September 1909 before me
County of Orange SS. personally came DeForest Marshall, Joseph
Miller and Elizabeth Miller to me known and known to me to be the persons described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

N.D.Bellknap, Notary Public, Orange County.

Received of the Mortgagee named in the within Instrument \$2. being the amount of the tax imposed thereon and paid at the time of the recording thereof
Dated Sept. 7, 1909. J.D. McGiffert,

Recording Officer of Orange County.

A true record entered September 7th 1909 at 8 A.M.

2510 8 110
J.D.M. McGiffert Clerk.

This Indenture made this 15th day of July in the year of our LORD one thousand nine hundred and nine. Between Aaron Weinert and Rebecca his wife Harris Moses and Celie his wife, Harris Weinstein and Jennie his wife, Aaron Morrison and Celie, his wife of the city of Newburgh, Orange County, N.Y. and Samuel Schneidorman and Sarah his wife of Fishkill Landing, Dutchess County, N.Y parties of the first part and the Officers and Members of the Newburgh

same, without any previous notice to quit, in reference to any legal proceedings to recover possession thereof.

In is Further Understood and agreed that the said premises are subject to the lien of the unpaid assessments of the tax commonly known as the West Newburgh Sewer Tax and also Subject to the right of adjoining property owners to maintain a drain or sewer and water pipes across said premises as the same are now laid down, and to enter upon said premises and make necessary repairs to said sewer or drain and that the said premises are and will be conveyed Subject to the said lien and said drainage and water rights. And it is also agreed that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, survivors or assigns of the respective parties.

In Witness Whereof, the said parties have herunto set their hands and seals the day and year first above written.

In Presence of N.D.Bellnap	DeForest Marshall	(LS)
(Joseph Miller)	<u>Jo Miller</u>	(LS)
(Elizabeth Miller)	<u>Lizet Miel</u>	(LS)

State of New York On this 4th day of September 1909 before me
County of Orange SS. personally came DeForest Marshall, Joseph
Miller and Elizabeth Miller to me known and known to me to be the persons described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

N.D.Bellnap, Notary Public, Orange County.

Received of the Mortgagee named in the within Instrument \$2. being the amount of the tax imposed thereon and paid at the time of the recording thereof
Dated Sept. 7, 1909. J.D.McGiffert,

Recording Officer of Orange County.

A true record entered September 7th 1909 at 8 A.M.

2510 8 110
J.D.McGiffert Clerk.

This Indenture made this 15th day of July in the year of our LORD one thousand nine hundred and nine. Between Aaron Weinert and Rebecca his wife Harris Moses and Celia his wife, Harris Weinstein and Jennie his wife, Aaron Morrison and Celia, his wife of the city of Newburgh, Orange County, N.Y. and Samuel Schneidorman and Sarah his wife of Fishkill Landing, Dutchess County, N.Y. parties of the first part and the Officers and Members of the Newburgh

Lodge No. 144 of the Order of Free Sons of Judah and The Independent Newburgh Lodge No. 486 of the Independent Order of Brith Abraham of U.S.A., Fraternal Orders organized and located at the City of Newburgh, Orange County, N.Y., parties of the second part, Witnesseth, That the said parties of the first part in consideration of One dollar lawful money of the United States paid by the said parties of the second part, and for the purpose of vesting in the above Orders the title to the lands hereinafter described, and which were conveyed to us, July 12th 1909 by John N. Caldwell;

Do grant and release unto the said parties of the second part, their successors and assigns forever:-

All that certain lot, piece or parcel of land situate, lying and being in the town of New Windsor, Orange County, New York, and bounded and described as follows, to wit, Beginning at a point in the north line of the highway leading from the New Windsor Depot of the Erie Railroad to Quassaick Avenue, at a point twelve feet west of the westerly line of a lot of land conveyed to Henry Copans and others by John N. Caldwell, by deed bearing date August 28th 1900 which said lot is now used for Cemetery purposes, and runs thence northerly parallel with said westerly line of lands sold to Copans and others about three hundred and twenty seven feet to a stone wall, thence easterly along said stone wall about one hundred and thirty nine feet to lands of the Newburgh Woodlawn Cemetery association, thence southerly along said Woodlawn Cemetery lands, about one hundred and fifty six feet to the northeast corner of said lands sold to Copans and others, thence westerly along said last mentioned lands about one hundred and twenty seven feet to the northwest corner thereof, thence southerly along said last mentioned lands to the northerly line of the first above mentioned highway, and thence westerly along the northerly line of said highway to the point or place of beginning. The above grant to said Lodges is Subject to the purchase money Mortgage executed by us July 12th 1909 to John N. Caldwell, to secure the payment of Two hundred dollars and interest, which the said Lodges assumes and promises to pay.

Together with the Appurtenances and all the estate and rights of the said parties of the first part in and to said premises subject as aforesaid. To Have and to Hold the above granted premises unto the said parties of the second part their successors and assigns forever. And the said Aaron Weinert, Harris Moses, Harris Weinstein, Aaron Morrison and Samuel Schneiderman does covenant with the said parties of the second part as follows; First. That the said Aaron Weinert, Harris Moses, Harris Weinstein, Aaron Morrison and Samuel Schneiderman parties of the first part are seized of the said premises in fee simple, and have good right to convey the same. Second. That the parties of the second part shall quietly enjoy the said premises. Third. That the said premises are free from incumbrances except as aforesaid. Fourth. That the parties of the first part will execute or procure any further

necessary assurance of the title to said premises. Fifth. That the said parties of the first part will forever warrant the title to said premises. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the Presence of,	Aaron Weinert	L.S.
Nehemiah Fowler	Rebecca Weinert	L.S.
	Harris Moses	L.S.
	her	
Nehemiah Fowler witness as to mark	Celia X Moses	L.S.
	mark	
of Jennie Weinstein and Celia	H.-Weinstein	L.S.
	her	
Moses and Celia Morrison	Jennie X Weinstein	L.S.
	mark	
Witness	Aaron Morrison	L.S.
	her	
Daniel A. Dugan	Celia X Morrison	L.S.
	mark	
	Samuel Sniderman	L.S.

11073 11/2 10/2 L.S.

So in
original.
J.C.G.

State of New York On this thirty first day of July in the year
County of Orange SS. one thousand nine hundred and nine before me,
the subscriber personally came Aaron Weinert and Rebecca his wife, Harris
Moses and Celia his wife, Harris Weinstein and Jennie his wife, Aaron Morrison
and Celia his wife to me known and known to me to be the persons described in
and who executed the foregoing instrument and severally acknowledged that they
executed the same. Nehemiah Fowler, Justice of the Peace.

in and for Orange County.

State of New York On this 16 day of August 1909 before me the
County of Dutchess SS. subscriber personally came Samuel Schneid-
man and Sarah his wife to me known and known to me to be two of the persons
described in and who executed the foregoing instrument and severally acknow-
ledged that they executed the same.

Daniel A. Dugan, Notary Public.

State of New York I, John M. Ham, Clerk of the County of
County of Dutchess SS. Dutchess and of the County Courts of said
County, and of the Supreme Court of the State of New York, in and for said
County, the same being Courts of Records, Do Hereby certify that Daniel A.
Dugan whose name is subscribed to the certificate of the proof or acknowleg-
ment of the annexed instrument and thereon written, was at the time of taking
such proof or acknowledgment a Notary Public in and for the County aforesaid,
dwelling in the said County, duly appointed sworn and authorized to take the
same, and authorized by the laws of said State to take the proof or acknow-
ledgment of deeds to be recorded therein. And further that I am well acquaint-
ed with the handwriting of such Notary and verily believe that the signature

Nehemiah Fowler

Rebecca Weinert

L.S.

Nehemiah Fowler witness as to mark
of Jennie Weinstein and Celia

Harris Moses

L.S.

her
Celia X Moses
mark

L.S.

H.-Weinstein
her

L.S.

Moses and Celia Morrison

Jennie X Weinstein
mark

L.S.

Witness

Aaron Morrison
her

L.S.

Daniel A. Dugan

Celia X Morrison
mark

L.S.

Samuel Sniderman

L.S.

11073112 vol

L.S.

So in
original.
J.C.G.

State of New York

On this thirty first day of July in the year

County of Orange SS.

one thousand nine hundred and nine before me,

the subscriber personally came Aaron Weinert and Rebecca his wife, Harris
Moses and Celia his wife, Harris Weinstein and Jennie his wife, Aaron Morrison
and Celia his wife to me known and known to me to be the persons described in
and who executed the foregoing instrument and severally acknowledged that they
executed the same. Nehemiah Fowler, Justice of the Peace.

in and for Orange County.

State of New York

On this 16 day of August 1909 before me the

County of Dutchess SS.

subscriber personally came Samuel Schneider-

man and Sarah his wife to me known and known to me to be two of the persons
described in and who executed the foregoing instrument and severally acknow-
ledged that they executed the same.

Daniel A. Dugan, Notary Public.

State of New York

I, John M. Ham, Clerk of the County of

County of Dutchess SS.

Dutchess and of the County Courts of said

County, and of the Supreme Court of the State of New York, in and for said
County, the same being Courts of Records, Do Hereby certify that Daniel A.

Dugan whose name is subscribed to the certificate of the proof or acknowledg-

ment of the annexed instrument and thereon written, was at the time of taking

such proof or acknowledgment a Notary Public in and for the County aforesaid,

dwelling in the said County, duly appointed sworn and authorized to take the

same, and authorized by the laws of said State to take the proof or acknow-

ledgment of deeds to be recorded therein. And further that I am well acquaint-

ed with the handwriting of such Notary and verily believe that the signature

Recd 9/7/1909

to said premises. Fifth-That the said Denton Cosman party of the first part will forever warrant the title to said premises.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of) Denton Cosman (LS)

Henry Kohl) Georgiana Cosman (LS)

Two 1 dollar stamps annexed and cancelled.

State of New York,) On this 24th day of August in the year one thousand nine
County of Orange,) hundred before me the subscriber personally appeared
Denton Cosman and Georgianna Cosman to me personally known to be the same person
described in and who executed the foregoing instrument and they severally acknow-
ledged to me that he executed the same. Henry Kohl, Notary Public Orange Co,
A true record entered Sept 6 1900 at 8 A.M.

H. J. Taggart Clerk. 24496/163

This Indenture, made the twenty eighth day of August in the year nineteen hundred, Between John N. Caldwell and Caroline M. his wife, of the Town of New Windsor, in the County of Orange and State of New York, of the first part and Henry Copans, Max Brochman, Max B. Schrieber, Jacob Simon, Simon Levinson, Henry Chartoff, and Henry Rosenberg, all of the City of Newburgh in the County of Orange and State of New York, of the second part, Witnesseth, that the said parties of the first part in consideration of Two hundred and fifty dollars, lawful money of the United States paid by the parties of the second part do hereby grant and release unto the said parties of the second part their heirs and assigns forever.

All that ~~tract~~ parcel of land situated in the Town of New Windsor, Orange County, New York, described as follows, to wit, Beginning at a stone monument set in the northerly line of the highway leading from Quassaick Avenue to the New Windsor Depot, and at the southwest corner of Woodlawn Cemetery, and runs thence northerly along said Cemetery one hundred and fifty feet; thence northwesterly parallel with said highway one hundred and twenty five feet; thence southwesterly parallel with the west line of said Cemetery one hundred and fifty feet to the northerly line of said highway; and thence southeasterly along the northerly line of said highway one hundred and twenty five feet to the place of beginning. Being a lot one hundred and twenty five feet front on said highway by one hundred and fifty feet in depth.

The premises above described are hereby conveyed Subject to the condition or covenant that no slaughter house or other nuisance (cemetery excepted) shall ever be erected or maintained on said premises, and this covenant shall run with the

to said premises. Fifth-That the said Denton Cosman party of the first part will forever warrant the title to said premises.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of) Denton Cosman (LS)
Henry Kohl) Georgiana Cosman (LS)

Two 1 dollar stamps annexed and cancelled.

State of New York,) On this 24th day of August in the year one thousand nine
County of Orange,) hundred before me the subscriber personally appeared
Denton Cosman and Georgianna Cosman to me personally known to be the same person
described in and who executed the foregoing instrument and they severally acknow-
ledged to me that he executed the same. Henry Kohl, Notary Public Orange Co,
A true record entered Sept 6 1900 at 8 A.M.

H. J. Taggart 2449 CP 163
Clerk.

This Indenture, made the twenty eighth day of August in the year nineteen hundred, Between John N. Caldwell and Caroline M. his wife, of the Town of New Windsor, in the County of Orange and State of New York, of the first part and Henry Copans, Max Brochman, Max B. Schrieber, Jacob Simon, Simon Levinson, Henry Chartoff, and Henry Rosenberg, all of the City of Newburgh in the County of Orange and State of New York, of the second part, Witnesseth, that the said parties of the first part in consideration of Two hundred and fifty dollars, lawful money of the United States paid by the parties of the second part do hereby grant and release unto the said parties of the second part their heirs and assigns forever.

All that ~~tract~~ parcel of land situated in the Town of New Windsor, Orange County, New York, described as follows, to wit, Beginning at a stone monument set in the northerly line of the highway leading from Quassaick Avenue to the New Windsor Depot, and at the southwest corner of Woodlawn Cemetery, and runs thence ~~northwesterly~~ along said Cemetery one hundred and fifty feet; thence northwesterly parallel with said highway one hundred and twenty five feet; thence southwesterly parallel with the west line of said Cemetery one hundred and fifty feet to the northerly line of said highway; and thence southeasterly along the northerly line of said highway one hundred and twenty five feet to the place of beginning. Being a lot one hundred and twenty five feet front on said highway by one hundred and fifty feet in depth.

The premises above described are hereby conveyed Subject to the condition or covenant that no slaughter house or other nuisance (cemetery excepted) shall ever be erected or maintained on said premises, and this covenant shall run with the land.

Together with the appurtenances and all the estate and rights of the

parties of the first part in and to said premises: To have and to hold the above granted premises unto the said parties of the second part their heirs and assigns forever, And the said parties of the first part do covenant with said parties of the second part as follows, First-That the parties of the first part is seized of the said premises in fee-simple and has good right to convey the same. Second-That the parties of the second part shall quietly enjoy the said premises. Third-That the said premises are free from incumbrances. Fourth-That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. Fifth-That the parties of the first part will forever warrant the title to said premises.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of) John N. Caldwell (LS)

John B. Corwin) Caroline M. Caldwell (LS)

One 50 cents stamp annexed and cancelled.

State of New York,) On this twenty eighth day of August in the year
County of Orange,) SS- one thousand nine hundred before me the subscriber personally came John N. Caldwell and Caroline M. his wife to me known to be the person described in and who executed the within instrument and they severally acknowledged that they executed the same.

John B. Corwin, Notary Public, Orange Co.

A true record entered Sept 6 1900 at 8 A.M.

W. J. Duggan Clerk.

This Indenture, made this first day of June in the year of our Lord one thousand and nine hundred, Between Henry W. Chadeayne the Referee in the action hereinafter mentioned of Newburgh Orange Co, N.Y., party of the first part, and Darwin W. Esmond, of the same place, party of the second part, Whereas at a Special Term of the Orange County Court of Orange County, N.Y., held at Goshen N.Y., on the 13th day of April one thousand and nine hundred it was among other things ordered adjudged and decreed by the said Court in a certain action then pending in the said Court between Darwin W. Esmond and another Plaintiff and Martha Johnson and others Defendant, That all and singular the premises described in a mortgage executed by said Martha Johnson to said Darwin W. Esmond and recorded in Orange County Clerks Office in Liber 348 at page 465 &c and being the same premises mentioned in the complaint in said action and in said judgment described or so much thereof as might be sufficient to raise the amount due to the plaintiff for principal interest and costs in said action, and which might

right to convey the same. Second-That the parties of the second part shall quietly enjoy the said premises. Third-That the said premises are free from incumbrances. Fourth-That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. Fifth-That the parties of the first part will forever warrant the title to said premises.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of) John N. Caldwell (LS)
John B. Corwin) Caroline M. Caldwell (LS)

One 50 cents stamp annexed and cancelled.

State of New York,) On this twenty eighth day of August in the year
County of Orange,) ss- one thousand nine hundred before me the subscriber personally came John N. Caldwell and Caroline M. his wife to me known to be the person described in and who executed the within instrument and they severally acknowledged that they executed the same.

John B. Corwin, Notary Public, Orange Co.

A true record entered Sept 6 1900 at 8 A.M.

John B. Corwin Clerk.

This Indenture, made this first day of June in the year of our Lord one thousand and nine hundred, Between Henry W. Chadeayne the Referee in the action hereinafter mentioned of Newburgh Orange Co., N.Y., party of the first part, and Darwin W. Esmond, of the same place, party of the second part, Whereas at a - - - Term of the Orange County Court of Orange County, N.Y., held at Goshen N.Y., on the 13th day of April one thousand and nine hundred it was among other things ordered adjudged and decreed by the said Court in a certain action then pending in The said Court between Darwin W. Esmond and another Plaintiff and Martha Johnson and others Defendant, That all and singular the premises described in a mortgage executed by said Martha Johnson to said Darwin W. Esmond and recorded in Orange County Clerks Office in Liber 348 at page 465 &c and being the same premises mentioned in the complaint in said action and in said judgment described or so much thereof as might be sufficient to raise the amount due to the plaintiff for principal interest and costs in said action, and which might

2
5.3 A (C)

The Agudas Achen Society
(Cemetery)

3
24 A (C)

Handwritten signature

22-1-3

552S

322

570S

ERIE

QUASSACK
VAILS

GATE

BRIDGE

FIRE

FIRE

DISTRICT

DISTRICT



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

34

November 8, 1991

Congregation Agudas Israel Cemetery
290 North Street
Newburgh, New York 12550

Re: Variance List/500 ft.
Tax Map Parcel #22-1-3

Dear Sirs:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook

LESLIE COOK
Sole Assessor

LC/cad

cc: Pat Barnhart

The Newburgh Woodlawn Cemetery Association
93 Union Avenue
New Windsor NY 12553

Myhed Corporation
PO Box 1150
Newburgh, NY 12550

Foxwood Associates
125 Wolf Road
Albany, NY 12205

Fiedelholtz, Jerald &
Sausville, Patricia
PO Box 4088
New Windsor NY 12553

Groff, Gordon B. & Eleanor S.
75 Birchwood Drive
New Windsor NY 12553

Metzger, Edwin J. & Kathleen A.
81 Hudson Drive
New Windsor, NY 12553

White, James B. & Beverly
79 Hudson Dr.
New Windsor, NY 12553

Powles, Harold J. & Rita A.
77 Hudson Dr.
New Windsor, NY 12553

Dario, Anthony & Kathryn Anne
75 Hudson Dr.
New Windsor, NY 12553

Sciamanna, Dina J. & Eleanor
73 Hudson Dr.
New Windsor, NY 12553

Courtney, George T.
71 Hudson Dr.
New Windsor, NY 12553

Hartmann, Ingrid
67 Birchwood Dr.
New Windsor, NY 12553

Garofal, John B. & Kathleen
69 Birchwood Dr.
New Windsor, NY 12553

Solfaro, Anthony V. & Judith
71 Birchwood Dr.
New Windsor, NY 12553

Soricelli, John G. & Carol S.
73 Birchwood Dr.
New Windsor, NY 12553

Neumann, Paul F. & Cherylann B. Vandervliet
82 Hudson Dr.
New Windsor, NY 12553

Powles, Harold K.
80 Hudson Dr.
New Windsor, NY 12553

Quicksell, James & Barbara J.
78 Hudson Dr.
New Windsor, NY 12553

DiGiovanni, Thomas & Regina
76 Hudson Dr.
New Windsor, NY 12553

Bracco, Ralph J. & Linda
102 Glendale Dr.
New Windsor, NY 12553

Heft, Lincoln R. & Dolores P.
74 Hudson Dr.
New Windsor, NY 12553

Scott, William H. & Ruth D.
72 Hudson Dr.
New Windsor, NY 12553

NY Mortgage Servicing Corp.
130 Steamboat Rd.
Great Neck, NY 11024

Paul, Henry & Anna
106 Glendale Dr.
New Windsor, NY 12553

Rainey, Alvin W. & Josephine
72 Birchwood Dr.
New Windsor, NY 12553

Cosgrove, Ann L.
70 Birchwood Dr.
New Windsor, NY 12553

Ellick, Irwin & Harvey L. & Charles J.
68 Birchwood Dr.
New Windsor, NY 12553

Corcoran, Kenneth I. & Cecilia
66 Birchwood Dr.
New Windsor, NY 12553

Windshire Condominiums Inc. X
256 Quassaick Ave.
New Windsor, NY 12553

Castrovinci, Josephine & Arlene L. X
Windshire Condo - Unit 1
256 Quassaick Ave.
New Windsor, NY 12553

Cicero, Anthony & Elizabeth Ann. X
99 No. Middletown Rd.
Pearl River, NY 10965

Defrancesco, Louis & Isabella X
Windshire Condo - Unit 7
256 Quassaick Ave.
New Windsor, NY 12553

Berry, Joan X
Windshire Condo - Unit 11
256 Quassaick Ave.
New Windsor, NY 12553

Casale, Regina L. & Christine M. X
Windshire Condo - Unit 12
256 Quassaick Ave.
New Windsor, NY 12553

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 9.16-91

APPLICANT: CONGREGATION A GUDAS ISRAEL
290 NORTH ST
NEWBURGH, N.Y.

Prelim
OCT. 28, 1991
7:30 p.m.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED SEP 1991
FOR (BUILDING PERMIT) OF 8' CHAIN LINK FENCE
LOCATED AT _____

_____ ZONE R-4
DESCRIPTION OF EXISTING SITE: SEC: 22 BLOCK: 1 LOT: 3
Cemetery ON ERIE AVE.

IS DISAPPROVED ON THE FOLLOWING GROUNDS: INSTALLATION OF 8'
CHAIN FENCE ON PROPERTY LINE NEAR 10' SIDE AND
REAR YARD SET-BACK.

R. M. L. L. L.
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE <u>(48-14A)(48-14C-d)</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.		
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE	%	%

290 NORTH ST

NewBURGH, N.Y.

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED Sep 1991
FOR (BUILDING PERMIT) of 8' CHAIN LINK FENCE
LOCATED AT _____

_____ ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 22 BLOCK: 1 LOT: 3

Cemetery ON ERIE AVE.

IS DISAPPROVED ON THE FOLLOWING GROUNDS: INSTALLATION of 8'
CHAIN fence on property line Need 10' side AND
REAR YARD SET-BACK.

Ricard Livi
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R-4</u> USE <u>(48-14A)(48-14C-d)</u>		
MIN. LOT AREA		
MIN. LOT WIDTH		
REQ'D FRONT YD		
REQ'D SIDE YD.		
REQ'D TOTAL SIDE YD.		
REQ'D REAR YD.		
REQ'D FRONTAGE		
MAX. BLDG. HT.		
FLOOR AREA RATIO		
MIN. LIVABLE AREA		
DEV. COVERAGE		
<u>FENCE</u>	<u>6'</u>	<u>2'</u>

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
[REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

(914) 563-4630

CC: Z.B.A., APPLICANT, B.P. FILE

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises CONGREGATION AGUDAS ISRAEL
 Address 290 NORTH ST. NEWBURGH, N.Y. Phone 562-5604
 Name of Architect N/A
 Address N/A Phone N/A
 Name of Contractor JOHN FALVELLA FENCE CO.
 Address RT 17-K, ROCK TAVERN, N.Y. Phone 564-1276
 State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER
 If applicant is a corporation, signature of duly authorized officer.

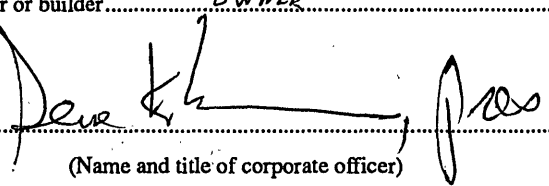
GENE KLEIN, PRESIDENT C.A.T.

(Name and title of corporate officer)

1. On what street is property located? On the NORTH side of ERIE AVE.
 (N.S.E. or W.)
 and 1.535 feet from the intersection of QUASSACK AVE.
2. Zone or use district in which premises are situated Is property a flood zone? Yes..... No X
3. Tax Map description of property: Section 22 Block 1 Lot 3
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 a. Existing use and occupancy CEMETERY b. Intended use and occupancy CEMETERY
5. Nature of work (check which applicable): New Building X Addition Alteration Repair
CHAIN LINK FENCE ON 2 SIDES AND REAR. ON PROPERTY

APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

1. WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
2. FOUNDATION INSPECTION. CHECK HERE FOR WATERPROOFING AND FOOTINGS DRAINS.
3. INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
4. WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
5. INSULATION.
6. PLUMBING FINAL & FINAL HAVE ON HAND ELECTRICAL INSPECTION DATA AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETED AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
7. DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
8. \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE INSPECTION TWICE.
9. PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
10. THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
11. SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
12. SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
13. ROAD OPENING PERMITS MUST OBTAINED FROM TOWN CLERKS OFFICE.
14. ALL BUILDING PERMITS WILL NEED A CERTIFICATION OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A FEE FOR THIS

Name of Owner of Premises CONGREGATION AGUDAS ISRAEL
Address 290 NORTH ST. NEWBURGH, NY Phone 562-5604
Name of Architect N/A
Address N/A Phone N/A
Name of Contractor JOHN FALVELLA FENCE CO.
Address RT 17-K, ROCK TAVERN, NY Phone 564-1276
State whether applicant is owner, lessee, agent, architect, engineer or builder. OWNER
If applicant is a corporation, signature of duly authorized officer.
GENE KLEIN, PRESIDENT C.A.F. 
(Name and title of corporate officer)

1. On what street is property located? On the NORTH side of ERIE AVE.
(N.S.E. or W.)
and 1.535 feet from the intersection of QUASSACK AVE.
2. Zone or use district in which premises are situated Is property a flood zone? Yes.....No. X
3. Tax Map description of property: Section 2.2 Block 1 Lot 3
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy CEMETERY b. Intended use and occupancy CEMETERY
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair.....
Removal..... Demolition..... Other X 8' CHAIN LINK FENCE ON 2 SIDES AND REAR. ON PROPERTY
6. Size of lot: Front Rear 300' Depth 300' Front Yard 300' Rear Yard 300' LINE
Is this a corner lot? NO
7. Dimensions of entire new construction: Front..... Rear 300' Depth 300' Height 8' Number of stories N/A
8. If dwelling, number of dwelling units N/A Number of dwelling units on each floor N/A
Number of bedrooms N/A Baths N/A Toilets N/A
Heating Plant: Gas N/A Oil N/A Electric/Hot Air N/A Hot Water N/A
If Garage, number of cars N/A
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use OCCUPANCY IS BY DECEASED PERSONS IN GRAVES.
10. Estimated cost 10,000.00 Fee.....
(to be paid on this application)
11. School District NEW WINDSOR

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT
Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

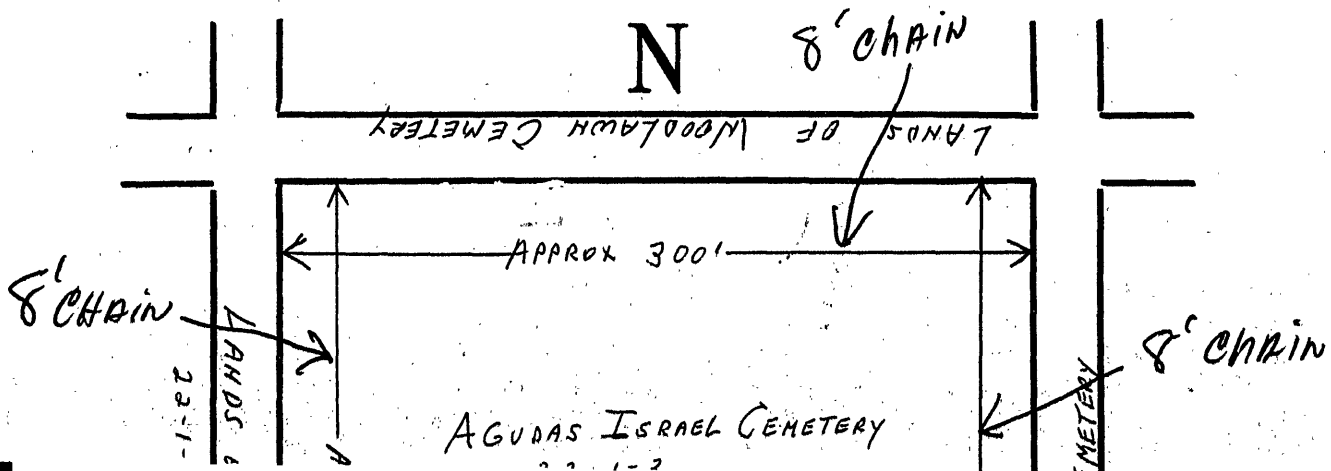
- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described to this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

.....
(Signature of Applicant) PRESIDENT, C.A.T. 290 NORTH ST. NEWBURN NY
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer —
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT
Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

(Signature of Applicant)

PRESIDENT, C.A.I. 290 NORTH ST. NEWBURGH NY
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.

